[Date]

[Landlord Name]

[Landlord Address Line 1]

[Landlord Address Line 2]

[Landlord Address Line 3]

Dear [Landlord Name],

I am writing in response to the fee that I was charged on \_\_[date]\_\_, due to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. I do not believe that the fee is valid.

Since rental agreements are contracts, they are sometimes subject to case law in regards to contracts. I believe that there is some specific case law that applies to this fee, in this situation, and I don’t think that a judge would uphold the use of the fee in this context.

Here’s the case law that leads me to believe that this fee is invalid:

* “To determine reasonableness [of a fee], we consider: (1) whether the parties intended to provide for damages or for a penalty; (2) whether the injury caused by the breach would be difficult or incapable of accurate estimation at the time of entering into the contract; and (3) whether the stipulated damages are a reasonable forecast of the harm caused by the breach.” Additionally, “the various factors and approaches to determine reasonableness are not separate tests, each of which must be satisfied for a stipulated damages clause to stand.” [*Wassenaar,* 111 Wis.2d at 529-30, 331 N.W.2d 357](https://law.justia.com/cases/wisconsin/supreme-court/1983/81-1597-9.html)
* “If the damages provided for in the contract are grossly disproportionate to the actual harm sustained, the courts usually conclude that the parties' original expectations were unreasonable” [*Wassenaar,* 111 Wis.2d at 529-30, 331 N.W.2d 357](https://law.justia.com/cases/wisconsin/supreme-court/1983/81-1597-9.html) citing 5 Corbin, Contracts, sec. 1063, p. 362-64 (1964)
* “Essentially, we must look at both the ‘harm anticipated at the time of contract formation and the actual harm at the time of breach.’” [*Kernz v. J.L. French Corp.,* 2003 WI App 140](https://www.wicourts.gov/ca/opinion/DisplayDocument.html?content=html&seqNo=5256), Paragraph 30, 266 Wis.2d 124, 667 N.W.2d 751 (quoting *Wassenaar,* 111 Wis.2d at 532, 331 N.W.2d 357)
* “All damages in excess of actual damages are punitive in character.”  [*Oconto County v. Union Mfg. Co.*, 190 Wis. 44, 208 N.W. 989 (1926).](http://scholarship.law.marquette.edu/cgi/viewcontent.cgi?article=2183&context=mulr)
* “Punitive damages are not appropriate in breach of contract actions, even if the breach is willful.” [*Entzminger v. Ford Motor Co.,* 47 Wis. 2d 751, 177 N.W.2d 899 (1970); White v. Benkowski, 37 Wis. 2d 285, 155 N.W.2d 74 (1967).](http://scholarship.law.marquette.edu/cgi/viewcontent.cgi?article=2183&context=mulr)

As a landlord, you have the right to charge for actual damages that you’ve experienced. I’m happy to communicate with you about the costs you’ve incurred as a result of this problem, and whether or not they are my responsibility.

At this time, I don’t believe that this fee is legitimate. I believe that the fee is not a reflection of the actual damages that you’ve experienced as a result of my actions as a tenant. Since the fee does not reflect actual damages, I believe that it is punitive and therefore not allowed.

Because I believe this fee is not allowed, I am not paying it, and I will consider the matter resolved. Please contact me [via snail mail/ email/cell phone] if you would like to discuss these matters further.

I hope that we can continue forward with a good working relationship. Thank you for your time and consideration in this matter.

Sincerely,

[Tenant Name]

[Tenant Address Line 1]

[Tenant Address Line 2]

[Tenant Address Line 3]